**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby appoint:

☒ Practitioners associated with the Customer Number

758

OR

☐ Practitioner(s) named below (If more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

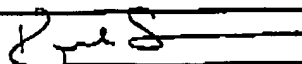
Assignee Name and Address:

Google Inc.
Attn: Patent Department
1600 Amphitheatre Parkway
Mountain View, CA 94043

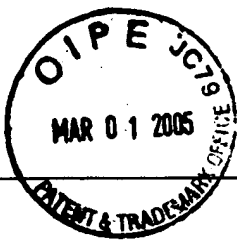
A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/98 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Karl Sun	Date	15 Nov 2004
Signature		Telephone	(850) 823-4000
Title	Senior Patent Counsel		

24207/09583/5F/5131885.1



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Donald R. Turnball and Hinrich Schuetze

Application No./Patent No.: 09/770,702

Filed/Issue Date: January 26, 2001

Entitled: Interface And System For Providing Persistent Contextual Relevance For Commerce Activities In A Networked Environment

Google, Inc., a
(Name of Assignee)

Corporation
(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

2/24/05
Date

(650) 335-7805
Telephone number

Andrew Israel
Typed or printed name

Andrew Israel
Signature

Agent for Applicants
Title



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



AUGUST 24, 2004

PTAS

700104618A

FENWICK & WEST LLP
ROBERT R. SACHS
801 CALIFORNIA STREET
SILICON VALLEY CENTER
MOUNTAIN VIEW, CA 94041

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/30/2004

REEL/FRAME: 015023/0411
NUMBER OF PAGES: 18

BRIEF: ACQUISITION AGREEMENT

ASSIGNOR:

GROUPFIRE, INCORPORATED D/B/A
OUTRIDE, INC.

DOC DATE: 06/15/2001

ASSIGNEE:

GOOGLE INC.
1600 AMPHITHEATRE PARKWAY,
BUILDING 41
MOUNTAIN VIEW, CALIFORNIA 94043

SERIAL NUMBER: 09730501

FILING DATE: 12/04/2000

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEM AND METHOD FOR SEARCHING AND RECOMMENDING OBJECTS FROM A CATEGORICALLY ORGANIZED INFORMATION REPOSITORY

015023/0411 PAGE 2

SERIAL NUMBER: 09770702

FILING DATE: 01/26/2001

PATENT NUMBER:

ISSUE DATE:

TITLE: INTERFACE AND SYSTEM FOR PROVIDING PERSISTENT CONTEXTUAL RELEVANCE
FOR COMMERCE ACTIVITIES IN A NETWORKED ENVIRONMENT

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

MAR 01 2005

07/30/2004
700104618

PATENT & TRADEMARK

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying parties:

GROUPFIRE, Incorporated d/b/a Outride, Inc.

Additional name(s) of conveying party(ies) attached?

☐

Yes

☒

No

3. Nature of Conveyance:

☐

Assignment

☐

Merger

☒

Acquisition

☐

Change of Name

Agreement

☐

Other:

Execution Date: June 15, 2001

2. Name and address of receiving party:

Name:

GOOGLE Inc.

Internal Address:

Street Address:

1600 Amphitheatre Parkway,
Building 41

City:

Mountain View,

State:

CA

Zip:

94043

Additional name(s) & address(es) attached?

☐

Yes

☒

No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/730,501 and 09/770,702

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Robert R. Sachs

Internal Address:

Fenwick & West LLP

Street Address:

Silicon Valley Center
801 California Street

City: Mountain View

State:

CA

Zip Code:

94041

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$80.00

☐

Check Enclosed

☐

Fee Transmittal Enclosed

☒Charge the indicated fees to the below mentioned
deposit account.

8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert R. Sachs, Reg. No. 42,120

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, documents: [18]

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,
Alexandria, VA 22313-1450.

Case Docket No.: 24207-01000

24207/08967/SF/5125770.1



TECHNOLOGY ACQUISITION AGREEMENT

This **TECHNOLOGY ACQUISITION AGREEMENT** (this "Agreement") is made as of the date set forth below on the signature page hereto by and among **GOOGLE, INC.**, a California corporation ("Buyer" or "Google"), and **GROUPE FIRE, INCORPORATED**, a California Corporation d/b/a/ Outride, Inc. ("Seller").

WHEREAS, Seller is the sole owner or the licensee of certain patent rights and other intellectual property identified on Exhibit A attached hereto and made a part hereof (collectively, the "Assets").

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in and to the Assets, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PURCHASE AND SALE OF ASSETS, CLOSING**

1.1 Assets and Assumed Liabilities: Subject to the terms and conditions set forth in this Agreement, and in reliance on the respective representations and warranties of the parties, at the closing of the sale and purchase of the Assets (the "Closing"), Seller will sell, transfer and convey to Buyer, and Buyer will purchase from Seller, all of Seller's right, title and interest in and to the Assets. Except as otherwise set forth in this Agreement, at the Closing, Seller will sell, transfer and convey the Assets to Buyer free and clear of any encumbrances.

At and after the Closing, Buyer shall assume and agree to pay or perform only the liabilities and obligations of Seller that arise out of the Assets after the Closing and which are expressly identified on Exhibit A (the "Assumed Liabilities"). For the avoidance of doubt, at and after the Closing, Buyer shall assume all of the obligations and liabilities of Seller arising out of or relating to that certain Assignment and License Agreement executed by Xerox Corporation on May 8, 2000 and Seller on May 5, 2000.

1.2 No Assumption of Liabilities. It is expressly agreed and understood that, except for the Assumed Liabilities, Seller shall retain and be solely responsible for paying or otherwise discharging or satisfying all debts, liabilities and obligations of Seller regardless of whether any specific liability is disclosed in this Agreement, or in any Schedule or Exhibit hereto or thereto, whether due or to become due, fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, or secured or unsecured (the "Excluded Liabilities"). The Excluded Liabilities shall include, but not be limited to, the following: (1) all taxes owed by Seller or any affiliate of Seller, or taxes attributable to the Assets relating to any period ending before the Closing; (2) all accounts payable by Seller before the Closing; (3) all liabilities, whether now existing or hereafter arising, with respect to litigation brought or claims made

under any legal theory against Seller and/or Buyer by or on behalf of third parties, which result from occurrences on or before the Closing with respect to the conduct of the business by Seller or ownership of the Assets by Seller; and (4) any liability to employees of the business of Seller relating to events or facts that took place as of or before the Closing.

1.3 Purchase Price. The purchase price (the "Purchase Price") for the Assets payable by Buyer at the Closing will be [REDACTED] shares of Google common stock (the "Purchase Shares").

1.4 Closing Date. The Closing shall take place at the offices of Buyer on the business day immediately following approval of the sale of the Assets by the shareholders of Seller, or on such other date and at such other place as the parties hereto may mutually agree. At the Closing, Seller shall tender the Assets to Buyer, and shall deliver or cause to be delivered to Buyer: (1) UCC termination statements duly executed by the holders of all security interests of record with respect to all outstanding UCC-1 financing statements evidencing security interests in the Assets; and (2) acknowledgements, executed by the holders of Seller's subordinated debt, releasing all of such holders' security interests in the Assets. At the Closing, Buyer shall tender to Seller the Purchase Shares by delivery of a stock certificate in the name of Seller.

1.5 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets in the manner set forth in Exhibit A.

1.6 Seller Responsible for Taxes. Seller shall be responsible, pay, indemnify, and hold Google harmless from all national, state or local, sales, use, value added or other taxes of any nature (other than taxes on Google's net income), including penalties and interest, assessed upon or with respect to any payment made to Seller pursuant to this Agreement.

1.7 Delivery of Additional Documents. Seller agrees to execute and deliver to Buyer, upon Buyer's request, any documents as Buyer deems necessary to perfect, secure, protect and/or record Buyer's interest in and to the Assets.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

2.1 Organization and Good Standing. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of California.

2.2 Authorization. Seller has the requisite power, right and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action and no other corporate act or proceeding on the part of Seller is necessary to authorize the execution, delivery or performance by Seller of this Agreement. This Agreement is the legal, valid and binding obligation of Seller and enforceable against Seller in accordance with its terms.

2.3 Transaction Not a Breach. Exhibit B lists any material agreements relating to the Assets to which Seller is a party, and neither the execution and delivery of this Agreement by Seller nor the performance by it results in the breach of any such material agreement. Furthermore, neither the execution nor performance of this Agreement: (1) violates or conflicts with or results in a breach of any provision of any law, statute, rule, regulation, order, permit, judgment, injunction, decree or other decision (collectively, "Rules") of any court or other tribunal or any governmental entity or agency known to Seller to be binding on Seller or its properties, or conflicts with or results in the breach of any of the terms, conditions or provisions thereof; (2) violates, conflicts with, or results in the breach of any provision of the charter or by-laws (or similar organizational documents) of Seller; or (3) requires any consent, approval, authorization, action by, filing with, or notification to, any governmental authority.

2.4 Title. The list of Assets in Exhibit A is complete and accurate and comprises substantially all of the assets of Seller. Seller has good and valid marketable title to the Assets, free and clear of all liens, charges, encumbrances, claims, obligations and other liabilities of any kind. Seller will provide Buyer a release of all claims substantially in the form of Exhibit C. Seller has not granted any rights or interests in the Assets that are inconsistent with the sale of the Assets to Buyer hereunder. Without limiting the foregoing, there are no outstanding licenses to any third parties relating to the Assets or any portions thereof.

2.45 Intellectual Property. All necessary documents and certificates in connection with (1) the issued patents of the Assets, and (2) the patent applications of the Assets for which Seller has prosecution responsibilities (collectively the "Patent Rights"), have been filed with the relevant patent authorities. All necessary documents and certificates in connection with registered or pending trademarks of the Assets (the "Trademark Rights") have been filed with the relevant trademark authorities. There are no actions that must be taken by Seller and/or Buyer within sixty (60) days of the Closing for purposes of maintaining, preserving, or renewing the Patent Rights or the Trademark Rights. No third party possesses any copy of any material source code in the Assets and Seller shall have delivered to Buyer all copies, and Seller shall not have retained any copy (except an archival copy), of any source code in the Assets.

2.5 Noninfringement. The Assets do not infringe upon any copyright or any other proprietary rights of any third party and will not cause Buyer to incur any obligation to any third party, including without limitation any royalty or other financial obligation.

2.6 No Other Rights. Upon transfer of the Assets to Buyer according to this Agreement, no further right, license, permission or consent is or will be required for Buyer to license, use, copy, modify, manufacture, market, promote, distribute and support the Assets and except for the payment of the Purchase Price to Seller specified in this Agreement, Buyer will not owe Seller or any other party any fees or royalties for any licensing, use, copying, modifying, manufacturing, marketing, promoting, distributing or other exploitation of the Assets. Seller shall not use, license, market or attempt to convey or transfer the Assets after the effective date.

2.7 Litigation. There is no claim, counter-claim, action, suit, order, proceeding or investigation pending or, to the knowledge of Seller, threatened against or involving Seller (or pending or, to the knowledge of Seller, threatened against any of the officers, directors or key employees of Seller) with respect to or affecting the Assets, before any court, agency or governmental body; nor is there any reasonable basis for any such claim, action, suit, proceeding or governmental investigation. Seller is not, with respect to the Assets, directly subject to or affected by any order, judgment, decree or ruling of any court or governmental agency. Seller has not received any opinion or memorandum or legal advice from legal counsel retained by it to the effect that Seller is exposed, from a legal standpoint, to any liability, which may be material to the Assets. Seller is not engaged in any legal action to recover monies due them or for damages sustained by them.

2.8 No Misrepresentation. None of the representations and warranties of Seller as set forth in this Agreement contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no material fact, which has not been disclosed to Buyer, which materially adversely affects or could reasonably be anticipated to materially adversely affect the Assets or Seller's ability to consummate this Agreement.

2.9 Brokers or Finders. Seller and its respective officers and agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finder's fees or agents' commissions or other similar payment in connection with this Agreement.

2.10 Disclosure. Seller has disclosed to Buyer all agreements, contracts, licenses and/or obligations relating to the Assets, whether written, verbal, or implied. Other than as disclosed on Exhibit A, there are no additional agreements, licenses, contracts and/or obligations relating to the Assets.

2.11 Employee Benefits Matters. Neither Seller nor any affiliate has ever maintained, established, sponsored, participated in, or contributed to, any Pension Plan which is subject to Title IV of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 412 of the Code. For this purpose, "Pension Plan" shall mean each Seller Employee Plan, which is an "employee pension benefit plan," within the meaning of Section 3(2) of ERISA. For this purpose, "Seller Employee Plan" shall mean any plan, program, policy, practice, contract, agreement or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written or unwritten or otherwise, funded or unfunded, including without limitation, each "employee benefit plan," within the meaning of Section 3(3) of ERISA which is or has been maintained, contributed to, or required to be contributed to, by Seller or any affiliate for the benefit of any employee, or with respect to which Seller or any affiliate has or may have any liability or obligation. Collectively Bargained, Multiemployer and Multiple Employer Plans. At no time has Seller or any affiliate contributed to or been obligated to contribute to any Multiemployer Plan. Neither Seller, nor any affiliate has at any time ever maintained, established, sponsored, participated in, or contributed to any multiple employer plan, or to any plan described in Section 413 of the Code. For this purpose, "Multiemployer Plan" shall

mean any Pension Plan which is a "multiemployer plan," as defined in Section 3(37) of ERISA.

3. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller that Buyer has the power and authority, and has taken the proper corporate action for the execution, delivery and performance of this Agreement which has been duly executed and delivered and constitutes a legally binding obligation of the buyer.

4. INDEMNIFICATION.

4.1 Survival. All representations, warranties, covenants and agreements set forth in this Agreement or any certificate or other writing delivered in connection with this Agreement will survive this Agreement indefinitely. The right to indemnification, reimbursement or other remedy based on such representations and warranties will not be affected by any investigation conducted by Buyer or its agents.

4.2 Indemnification and Reimbursement by Seller. Seller will indemnify and hold harmless Buyer and its employees, officers, directors, stockholders, controlling persons and affiliates (collectively, the "Indemnified Persons"), and will reimburse the Indemnified Persons, for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising from or in connection with:

(a) any breach of any representation or warranty made by Seller in or pursuant to this Agreement, or any certificate or document delivered by Seller pursuant to this Agreement;

(b) any breach by Seller of any covenant or obligation of Seller in this Agreement;

(c) any claim by any person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such person with Seller; or

(d) any Excluded Liabilities.

5. SECURITIES LAW MATTERS

Seller and Buyer agree as follows with respect to the purchase and the sale or other disposition of the Purchase Shares by Seller after the closing:

5.1 Acquisition and Disposition of Purchase Shares. Seller represents and warrants that it: (i) was provided the opportunity to ask questions of and receive answers from Buyer concerning the operations, business and financial condition of Buyer, and all such questions have been answered to its full satisfaction and any information necessary to verify such responses has been made available to it; (ii) has received such documents,

materials and information as it deems necessary or appropriate for evaluation of the Purchase Shares, and further confirms that it carefully read and understands these materials and has made such further investigation as was deemed appropriate to obtain additional information to verify the accuracy of such materials; (iii) confirms that the Purchase Shares were not offered to it by any means of general solicitation or general advertising; (iv) believes that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Purchase Shares; (v) is acquiring the Purchase Shares for its own account and presently intends (but has no obligation) to transfer all or a portion of the Purchase Shares to its creditors, investors and other third parties at any time and from time to time in privately negotiated transactions; (vi) understands that the Purchase Shares have not been registered under the securities laws of any state or under the Securities Act and are offered in reliance on exemptions therefrom, that the Purchase Shares have not been approved or disapproved by the Securities and Exchange Commission (the "SEC") or by any other federal or state agency; (vii) understands that there are restrictions on the transferability of the Purchase Shares; (viii) is aware of the provisions of Rule 144 promulgated under the Securities Act of 1933; and (ix) understands that no public market now exists for the Purchase Shares and that there is no assurance that a public market will ever exist for the same. Without limiting the foregoing, Seller agrees not to make any disposition of any portion of the Purchase Shares unless and until: (1) there is in effect a registration statement under the Securities Act of 1933 covering the proposed disposition and the disposition is made in accordance with such registration statement; or (2) Seller has notified Buyer of the proposed distribution and, if reasonably requested by Buyer, provided Buyer with an opinion of counsel that such disposition is exempt from the registration requirements of the Securities Act of 1933.

5.2 Legend. Seller agrees that the certificates for the Purchase Shares received shall bear the following legend:

The Shares represented by this certificate have not been registered under the Securities Act of 1933 or with any state securities commission, and may not be transferred or disposed of by the holder in the absence of a registration statement which is effective under the Securities Act of 1933 and applicable state laws and rules, or unless, immediately prior to the time set for transfer, such transfer can be effected without violation of the Securities Act of 1933 and other applicable state laws and rules.

Seller also agrees that Buyer may place stop transfer orders with its transfer agents with respect to such certificates. The appropriate portions of the legend will be removed from the certificate for the Purchase Shares of Seller promptly upon delivery to the Buyer of such satisfactory evidence as may be reasonably required by the Buyer that such legend is not required to ensure compliance with the Securities Act.

5.3 Agreements Relating to Purchase Shares. Provided that each officer and director of Buyer who owns stock or options to purchase stock of Buyer and all one-percent security holders and all other persons with registration rights also agree to such restrictions, Seller agrees that, if, in connection with the public offering of Buyer's securities, Buyer or the underwriters managing the offering so request, Seller shall not

sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any Shares without the prior written consent of Buyer or such underwriters, as the case may be, for (i) 180 days from the effective date of such registration in the case of Buyer's initial public offering and (ii) 90 days from the effective date of such registration in the case of any other public offering of Buyer's securities. Furthermore, Seller hereby covenants that in the case of a proposed transfer or assignment of any of the Purchase Shares, Seller shall obtain and deliver to Buyer such proposed transferee's or assignee's written agreement to be bound by the same market standoff provisions contained in this Section 5.3 hereof as a necessary condition to effectuate such transfer or assignment.

6. GENERAL PROVISIONS

6.1 Expenses. Seller and Buyer will each bear their own expenses incurred in connection with this Agreement, except Buyer shall pay up to \$2500 in Seller's legal fees and costs.

6.2 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand; (b) when sent by electronic mail or telecopier, provided that a copy is mailed by U.S. regular mail; or (c) one day after deposit with a nationally recognized overnight delivery service, in each case to the appropriate addresses and telecopier numbers set forth below each party's name on the signature page hereto (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

6.3 Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

6.4 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

6.5 Entire Agreement and Modification. This Agreement supersedes all prior oral or written agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

6.6 Assignments, Successors, and No Third-Party Rights. Neither party may assign any of its rights under this Agreement without the prior written consent of the

other parties except that Buyer may assign any of its rights under this Agreement to any subsidiary of Buyer; *provided*, no such assignment shall relieve Buyer of its obligations under this Agreement. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

6.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6.8 Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Sections" refer to the corresponding Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "include" or "including" does not limit the preceding words or terms. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

6.9 Confidentiality of Agreement and Noncompetition. Seller will keep proprietary information received from Buyer, the terms of this Agreement, and the transactions contemplated hereby, confidential and will not, without the prior consent of Buyer, disclose such terms to any person or entity other than its accountants and attorneys who agree to be bound by this confidentiality provision; *provided* that this confidentiality obligation will terminate with respect to any information that becomes generally available to the public through no fault of Seller or its accountants or attorneys or where required by law. In partial consideration of the payment of the Purchase Price, Seller and Buyer agree that for a period of five years after the Closing (the "Restricted Period"), Seller shall not engage, directly or indirectly, in any business anywhere in the world that supplies products or services of the kind supplied by Seller's business (the "Business") as of the Closing or, without the prior written consent of Buyer, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to or participate in or be connected with, as a partner, stockholder, consultant or otherwise, any person that competes with Buyer or the Business in supplying product or services of the kind supplied by the Business as of the Closing; *provided*, however, that, for the purposes of this Section, ownership of securities having no more than five percent of the outstanding voting power of any competitor which are listed on any national securities exchange or traded actively in the national over the counter market shall not be deemed to be in violation of this Section so long as the person owning such securities has no other connection or relationship with such competitor. The Restricted Period shall be extended by the length of any period during which Seller is in breach of the terms of this Section.

6.10 Governing Law. This Agreement will be governed by and construed under the laws of the State of California without regard to conflicts of laws principles.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of June 15, 2001.

BUYER:

GOOGLE, INC.

By: 

Name: DAVID BONDEVAN

Title: V.P. SALES & BUSINESS DEV

2400 Bayshore Parkway

Mountain View, CA 94043

E-Mail:

Fax:

SELLER:

GROUPFIRE, INCORPORATED

d/b/a/ Outride, Inc.

By: 

Name: JAMES E PITMAN

Title: PRESIDENT

3618 24th Street





San Francisco, CA 94100

E-mail:

Fax:

EXHIBIT A

List of Assets **and** **Allocation of Purchase Price**

	<u>Description of Assets</u>	<u>Allocation of Purchase Price</u>
1.	Assignment and License Agreement executed by Xerox Corporation on May 8, 2000 and Seller on May 5, 2000	
2.	The U.S. patent rights and patent application identified on Schedule 1 attached hereto	
3.	The software, in object code and source code forms identified on Schedule 2 attached hereto	
4.	The trademarks, trade names, logos and domain names identified on Schedule 3 attached hereto	

Schedule 1

U.S. Patents Rights and Patent Applications

IP Title

Patent Number

✓ System and Method For Searching and Recommending Objects From a Categorically Organized Information Repository 12260-02

Hierarchical Model For Dynamic Personalization Of Object Spaces And Privacy Protection 12260-04

✓ Interface And System For Providing Persistent Contextual Relevance For Commerce Activities In A Networked Environment 12260-06

OmniSearch: A Service for Diverse Task and Content Results Based on Personal Relevance Profiles

Schedule 2

Software

REDACTED

Schedule 3

Trademarks, Trade Names, Logos and Domain Names

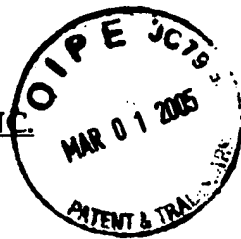
REDACTED

Exhibit B
Material Agreements

None

Exhibit C
Release of Claims

GROUPFIRE, INCORPORATED D/B/A OUTRIDE, INC.



Consent and Release

The undersigned creditor hereby certifies that:

(i) It has read the Agreement of GroupFire, Incorporated d/b/a/ Outride, Inc. dated as of June 15, 2001 ("Agreement") and understands all of its terms; and

(ii) As of June 15, 2001, the amount of its unsecured claim against the Company was \$ _____. [Do not include late charges or similar fees or interest after June 15, 2001.]

The undersigned creditor hereby accepts all of the terms and conditions of the Agreement, including the provision that:

(a) the cash payment and delivery of shares of Google, Inc. as provided in the Agreement will be in full satisfaction of its Undisputed Claim (as defined in the Agreement); and

(b) the Committee (as defined in the Agreement) is authorized to act on behalf of the undersigned creditor in connection with all matters related to its Undisputed Claim, including modification of the terms of the Agreement.

The undersigned creditor hereby confirms that it has no claim against or interest in the assets of the Company being transferred to Google, Inc.

Legal Name of Creditor	_____
Signature of Creditor or Authorized Representative	/s/ _____
Printed or Typed Name of Person Signing	_____
Title of Person Signing	_____
Address of Creditor	_____ _____ _____
Telephone Number	(____) _____
Facsimile Number	(____) _____
Date	_____

PLEASE SIGN AND RETURN TO:

**Adjustment Bureau
CMA Business Credit Services
P.O. Box 1838
San Leandro, California 94577-9922
Facsimile: (510) 346-6020**